

# Piedmont Court of Arbitration Rules



**EFFECTIVE AS OF 1 MARCH 2023**  
(in respect of all arbitrations commenced on or after such date)

The official text is the Italian version of the Piedmont Court of Arbitration Rules.  
In case of any discrepancy between the Italian version and the translation in any  
other language, the Italian version shall prevail.

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# PART ONE

## General Provisions



# PART ONE

## General Provisions

### Article 1 THE PROCEDURE

- 1.1 The Piedmont Court of Arbitration (hereinafter “Court of Arbitration”), which has its headquarters at Unioncamere Piemonte in Turin, offers the following alternative dispute resolution procedures in collaboration with Professional Associations:
- ordinary arbitration;
  - company arbitration;
  - expedited arbitration;
  - expert determination (arbitraggio);
  - expert determination for technical disputes (perizia contrattuale).
- 1.2 The procedures referred to in Article 1.1 are available only where the parties have agreed to a written arbitration agreement, or any other agreement, which refers the dispute to the Piedmont Court of Arbitration or one of its affiliated Chambers of Commerce. In the absence of any such agreements, the party intending to file a request to commence any of the proceedings under the procedures referred to in Article 1.1 may, by paying the relevant registration fee provided for in the annexed schedule of costs (hereinafter “Schedule of Costs”), ask the Court of Arbitration to verify whether the opposing party would agree to submit the dispute to arbitration administered by the Court of Arbitration. In any such case, the Secretariat of the Court of Arbitration (hereinafter “Secretariat”) shall forward the request to the other party. Should the other party wish to accept the request, it must do so in writing. If the request is not accepted in writing within 30 days of the receipt of the Secretariat’s communication (which may be extended by a further 30 days with the consent of the requesting party), the Court of Arbitration shall inform the requesting party that the intended proceedings cannot take place.
- 1.3 The arbitration costs shall be determined per the amounts set out in the annexed Schedule of Costs. However, the Executive Board of the Court of Arbitration (hereinafter “Board”) retains the power to intervene in determining the value of the claim and to adjust the fees of the arbitral tribunal (either by increasing or decreasing them) based on a fair assessment of the work performed by the arbitral tribunal and the complexity of the case.

- 1.4 In these Court of Arbitration Rules (hereinafter “Rules”), the terms “arbitral tribunal”, “arbitrator”, or “arbitrators” are used to refer to a sole arbitrator or an arbitral tribunal, as applicable.
- 1.5 Where the arbitration agreement refers (by whatsoever expression) to arbitration administered by the Court of Arbitration but does not specify the type of arbitration procedure to be used, any of ordinary, company or expedited arbitration will be available, as provided for in these Rules. If, in the arbitration agreement, the parties have referred the dispute to an arbitral tribunal, the expedited arbitration procedure (Article 19) shall not be available unless the parties agree otherwise after the request for arbitration (hereinafter “Request”) has been filed.
- 1.6 Upon the parties’ request, the arbitral tribunal may issue any such interim, urgent or provisional measures, including those of an anticipatory nature, that are not barred by mandatory provisions applicable to arbitration procedures. This applies unless the parties have expressly excluded the granting of such power to the arbitral tribunal in the arbitration agreement or in any other agreement of the parties.

## **Article 2**

### **SPECIAL PROVISIONS FOR INTERNATIONAL PROCEEDINGS**

- 2.1 If one of the parties resides or is domiciled abroad, the proceedings shall be considered international proceedings.
- 2.2 The Rules apply to all international proceedings administered by the Court of Arbitration, alongside any amendments and adaptations provided for in Article 2 and other relevant provisions of the Rules.
- 2.3 In international proceedings, the time limits set out in Articles 12 and 22 of these Rules are doubled.
- 2.4 In the absence of an agreement between the parties, the arbitrators shall determine the language in which the arbitration will be conducted.
- 2.5 The parties may choose the substantive law governing the dispute. In the absence of an agreement between the parties, the arbitrators shall decide on the applicable law according to the conflict criteria relevant to each case. In any case, the arbitrators may consider international laws and trade usages.

### Article 3 ARBITRATORS AND EXPERTS

- 3.1 The Board appoints the arbitrators and experts (arbitratori /periti), choosing them from individuals of proven experience and competence.
- 3.2 The following persons cannot be appointed as arbitrators or experts:
- a) members of the governing bodies of the Court of Arbitration;
  - b) members of the governing bodies of the affiliated Chambers of Commerce and Unioncamere Piemonte;
  - c) employees of the Court of Arbitration, of the affiliated Chambers of Commerce and Unioncamere Piemonte;
  - d) employees and those who have an ongoing professional relationship with members of the Board.

### Article 4 ACCEPTANCE AND DECLARATION OF INDEPENDENCE AND IMPARTIALITY BY THE ARBITRATOR

- 4.1 Arbitrators may accept their appointment only if they are independent and impartial and must remain as such for the entire duration of the arbitration. Except as provided for in Article 23.2, the person who has received a proposal for appointment (whether from the parties, the other arbitrators, or the Board) must send, within 10 days of the communication of the appointment, a written statement of acceptance (hereinafter “Statement of Acceptance”) to the Secretariat. To be valid, the Statement of Acceptance must be accompanied by a declaration of independence and impartiality (hereinafter “Declaration”) drawn up following the template prepared by the Court of Arbitration (annexed to these Rules). In the Declaration, the arbitrator must declare that there are no circumstances which could lead to a challenge of the arbitrator’s appointment on the grounds listed in Article 815, first paragraph, of the Italian Code of Civil Procedure. Additionally, he must disclose any other circumstances that might appear to affect his independence and impartiality but which, in his most prudent opinion, in reality, do not affect the proper performance of his duties under the principles of independence and impartiality. The Secretariat shall forward the arbitrator’s Statement of Acceptance and Declaration to the parties, the other arbitrators (if any), and the Board within 5 days of receipt.
- 4.2 If the Secretariat does not receive an arbitrator’s Statement of Acceptance and Declaration within the specified time limit, the Board may, if it deems it necessary in the circumstances of the case, set a new time limit for the arbitrator to submit his Statement of Acceptance and Declaration. Failing that, the procedure set out in Article 5.3 shall apply.

- 4.3 If, during the arbitral proceedings, a circumstance arises which could lead to a challenge of the arbitrator's appointment on the grounds listed in Article 815, first paragraph, of the Italian Code of Civil Procedure or that might appear to infringe on the arbitrator's independence or impartiality, the arbitrator shall, without delay, inform the parties, the other arbitrators (if any), and the Secretariat of the circumstance in writing. The Secretariat shall forward the updated Declaration to the Board.
- 4.4 By accepting the appointment, the arbitrator undertakes to comply with the provisions of these Rules.

## **Article 5**

### **CHALLENGE, REVOCATION, AND REPLACEMENT OF THE ARBITRATOR**

- 5.1 Either party may file a reasoned challenge against an arbitrator to the Court of Arbitration. This challenge must be submitted within 10 days from the receipt of the Statement of Acceptance and Declaration referred to in Article 4 or from when the party becomes aware of the ground for the challenge. The Board shall hear the challenged arbitrator and the other parties; then, it shall decide on the challenge by giving a succinctly reasoned ruling. The time limit for filing the award (Article 16) shall be suspended from the day the challenge is submitted until the Board has made a decision.
- 5.2 The Board may revoke or replace an arbitrator's appointment in the event of negligent or delayed performance of duties by the arbitrator or if other relevant circumstances seriously affect his independence and impartiality.
- 5.3 A new arbitrator shall be appointed in any of the following circumstances: if an arbitrator does not accept the appointment in the manner and within the terms specified in Article 4, if an arbitrator renounces the appointment, if a challenge is accepted, if an arbitrator is revoked, or in the event of any other circumstances in which the arbitrator is absent for any reason. The new appointment will take place in the manner decided by the Board, which may include, if appropriate, the direct appointment of the arbitrator by the Board, notwithstanding any provisions to the contrary in the arbitration agreement.



## Article 6 SEAT OF THE ARBITRATION | CALCULATION OF TIME LIMITS

- 6.1 The parties may fix the seat of the arbitration in their arbitration agreement or by mutual agreement at the first hearing. In the absence of any such agreement, the seat of the arbitration shall be Turin, at the Secretariat's offices. Notwithstanding this provision, the arbitrators may determine that the hearings or any other procedural acts should be held somewhere other than at the seat of the arbitration.
- 6.2 The rules in Article 155 of the Italian Code of Civil Procedure apply to calculating time limits. Saturday is considered a public holiday for the purpose of calculating time limits.
- 6.3 Unless otherwise specified, the time limits are non-mandatory.
- 6.4 The time limits are suspended from 1 August to 31 August. This provision does not apply to interim measures.

## Article 7 COSTS

- 7.1 The costs of the proceedings requested by the Secretariat shall include:
- a) the payment of the administrative expenses owed to the Court of Arbitration;
  - b) the fees and any duly documented expenses of the arbitral tribunal;
  - c) any additional travel expenses of members of the Secretariat for the hearings;
  - d) any tax charges that the Secretariat may require the parties to pay (such as stamp duty).
- The costs of the proceedings requested by the Secretariat shall not include:
- e) the fees and any duly documented expenses for the expert witness appointed by the arbitral tribunal;
  - f) the costs of translators, interpreters, or other auxiliaries;
  - g) the costs of transcribing the recorded hearings.
- 7.2 Except as provided for expedited arbitration, the claimant (hereinafter "Claimant"), when filing his Request, must pay a registration fee to the Court of Arbitration, as outlined in the Schedule of Costs. This sum is not refundable and shall be considered an advance payment of the amount the Claimant owes to cover the costs of the proceedings for which he is liable.

- 7.3 The parties shall pay the Court of Arbitration a security deposit as an advance on the administrative expenses and the arbitrators' fees. The Secretariat shall determine the amount of the deposit based on the value of the claim and counterclaim, and in accordance with the Schedule of Costs in effect at the time of filing the Request. Where the claim's value is of an unspecified/unspecifiable amount, the Board shall determine the deposit amount, upon the request of the Secretariat. During the arbitral proceedings, the Secretariat may, if necessary, request that the parties make any relevant additions to the original deposit amount. When filing their first defence document (the Request and Response, respectively), the parties are also required to send the tax and banking data form (hereinafter "Tax and Banking Data Form") to the Court of Arbitration. This form is necessary to ensure the regularity of the first defence document. The form is downloadable from the website <http://www.pie.camcom.it>, and is annexed to the Rules.
- 7.4 The parties must pay the security deposit in equal shares unless the Board determines otherwise under Article 7.5. The payment must be made within 15 days of the Secretariat's request for payment. If a party fails to pay promptly, the other party may put the sum forward.
- 7.5 If counterclaims are filed, the Board may, at the request of a party, decide to apportion the security deposit, such that the Claimant would be required to pay the amount for the Request and the other parties the amounts for their respective counterclaims. Depending on the constitution of the arbitral tribunal, or if there is a commonality of interests among the counterclaims, the Secretariat may consider several parties as one for the purpose of requesting the deposits.
- 7.6 In the event of non-payment of the security deposit (with respect to any item of expenditure, including fiscal charges or the expert witness' fees), the Board may suspend the proceedings or the time limit for filing the award (even only with regard to the claim or counterclaim formulated by the defaulting party). The time periods shall only resume once the payment is made. If payment remains outstanding for six months after the Board decides to suspend, the Board has the power to terminate the proceedings (even only with regard to the claim or counterclaim formulated by the defaulting party).

## Article 8 CONFIDENTIALITY

- 8.1 Any person involved in the proceedings must respect the confidential nature of any information regarding the proceedings or any news concerning the conduct of the proceedings.
- 8.2 The publication of the award may only be allowed for scientific research purposes. However, the parties may forbid the Court of Arbitration from publishing the award by giving it written notice to this effect.

## Article 9 FILING AND EXCHANGING

- 9.1 Without prejudice to the provisions in Articles 11.1 and 21.1 concerning the Claimant's Request, all communications, applications, defence statements, documents, and evidence submitted by either party must be electronically filed with the Secretariat (following the Accepted Electronic Format guidelines set out in the Annex to these Rules) and sent to the parties by certified electronic mail (PEC). Each party shall be responsible for exchanging and filing its respective documents. If this is not possible (due to either party not having a certified electronic mail (PEC) address, or the service being proved inoperable, or if the nature of the document or evidence does not allow for it to be electronically filed), the documents shall be filed either by registered letter with a proof of receipt, or by a courier with proof of receipt, or by hand delivery. Electronic filing and exchange must be made to each party, each appointed arbitrator, and the Court of Arbitration's Secretariat. If a same counsel represents multiple parties, exchanging only one copy will be sufficient. In the event of physical filing and manual exchange of documents, the party shall submit the original version to the Secretariat and prepare as many copies (including copies of documents) as there are parties and arbitrators.
- 9.2 Unless otherwise provided for by the parties or by the Rules, the Secretariat shall forward the relevant deeds and communications to the parties, arbitrators, expert witnesses and all persons involved by certified electronic mail (PEC) or by registered letter with a proof of receipt, or by any other appropriate means that provides for proof of their receipt.
- 9.3 The Secretariat shall retain an electronic copy of all the deeds, provisions and documents related to the arbitration proceedings for five years after the conclusion of the proceedings. The only exception to this rule is the arbitral award, which must also be kept in its original hard copy format.

# PART TWO

## Procedure for ordinary and company arbitrations



## PART TWO

# Procedure for ordinary and company arbitrations

### Article 10 NUMBER OF ARBITRATORS | TYPE OF PROCEEDINGS

- 10.1 The arbitrators may be one or more, provided they are odd in number. The parties may determine the number of arbitrators. In the absence of any agreement or consensus between the parties regarding the number of arbitrators, the dispute shall be referred to a sole arbitrator, appointed per Article 13.1. This is unless the Board (upon request of one of the parties and considering all the circumstances in the case) deems it appropriate to refer the dispute to an arbitral tribunal of three arbitrators. Where both parties appoint their own arbitrator, it shall be presumed that they intend to submit the dispute to an arbitral tribunal of three arbitrators.
- 10.2 Where the dispute is to be referred to an arbitral tribunal, and there are more than two parties involved, and if there is no specific agreement between the parties on the number or manner of appointment of the arbitrators, the dispute shall be referred to an arbitral tribunal of three arbitrators. This will also be the case if an agreement between the parties exists, but, in the opinion of the Board, the agreement is unsuitable for the appointment of the arbitral tribunal. The Board shall appoint all three arbitrators and one shall serve as president.
- 10.3 Unless the parties have expressly stated in the arbitration agreement, or otherwise agreed in writing, that they wish to have a “non-binding” (irrituale) arbitration, the arbitration shall be binding (rituale). In “non-binding” (irrituale) arbitrations, the arbitrators are exempted from following procedural formalities other than those set out in these Rules whilst observing the principle of due process and equal treatment of the parties. The arbitrators shall decide on the merits of the dispute according to the rule of the law unless the parties have authorised them to decide ex aequo et bono. Their decision expresses the will of the parties as if the parties themselves expressed it.

- 10.4 The arbitral proceedings shall be governed by the rules agreed upon by the parties up to the constitution of the arbitral tribunal and by the present Rules. If the Rules are silent on a matter, the arbitrators shall determine the procedural rule to follow whilst observing the principle of due process and equal treatment of the parties.
- 10.5 Where the arbitration agreement is contained in the certificate of incorporation or the articles of association of a company, the arbitrator or arbitrators shall be appointed by the Board.

## Article 11 THE CLAIMANT'S REQUEST

- 11.1 A Claimant may commence proceedings for ordinary arbitration referred to in Article 1.1 by serving the application and all documents directly on the defendant (hereinafter "Defendant") via certified electronic mail (PEC) or a judicial officer, and by filing the Request and all documents electronically with the Secretariat in the manner provided for in Article 9.1. The Claimant must also file the proof of service of the Request with the Secretariat as soon as this becomes available. If the Defendant does not have a certified electronic mail (PEC) address, or it is impossible to serve the documents via the judicial officer, the Claimant must serve the documents on the Defendant by an alternative method that ensures the proof of their receipt (for example, by registered letter with a return receipt, by a courier with a return receipt, or by hand delivery). If it is impossible to electronically file the Request and the proof of service with the Secretariat (due to the proven inoperability of the service or the impossibility of electronic filing due to the nature of the document or the evidence), the Claimant must physically file the Request and/or the documents and/or the proof of service at the Secretariat's office.
- 11.2 The Request shall contain:
- a) the names and the addresses of the parties, as well as the email address and the certified electronic mail (PEC) address of the Claimant's counsel, if appointed;
  - b) a brief exposition of the dispute and the claim(s), with an estimate (even if approximate) of their monetary value;
  - c) the wording of the arbitration agreement, if any, or any invitation sent to the other party to accept to resolve the dispute by arbitration administered by the Court of Arbitration;
  - d) a brief statement as to the language of the arbitration, the rules of law applicable to the merits of the dispute or any request for an ex aequo et bono decision;

- e) an indication of the evidence requested by the Claimant, if any, and any evidence or documents on which the Claimant intends to rely;
- f) the appointment of the arbitrator if the appointment is not entrusted to the Board;
- g) the invitation sent to the Defendant to reply within the time limits prescribed, and in the manner provided for, in Article 12;
- h) the power of attorney conferred on the Claimant's counsel, if any.

- 11.3 When submitting the Request, the Claimant must pay a registration fee and fill out the Tax and Banking Data Form (referred to in Article 7.3). The amount of the registration fee for ordinary arbitration is set out in the Schedule of Costs in effect at the time of the submission of the Request. The proceedings shall commence only when the fee payment has been made and when the Tax and Banking Data Form has been properly completed and attached to the Request.
- 11.4 The provisions in this Article 11 shall also apply to the event where a party intends to resume in arbitration the proceedings initially set up in court (under Article 819- quater of the Italian Code of Civil Procedure, and in accordance with these Rules).

## Article 12

### THE DEFENDANT'S RESPONSE | COUNTERCLAIM AND STATEMENT OF REPLY

- 12.1 The Secretariat shall compile the case file, to which it assigns a serial number by year, and enter the details of the proceedings in a special register, which is to be kept chronologically and may be computerised.
- 12.2 Unless the parties submit a joint Request for arbitration, the Defendant shall file and exchange its reply to the Request (hereinafter "Response") with the Secretariat within 20 days from the receipt of the Request. The Defendant shall be responsible for electronically filing and exchanging the Response, alongside all relevant documents, in the manner outlined in Article 9.1.  
The Defendant shall be responsible for electronically filing and exchanging the Response, alongside all relevant documents, in the manner outlined in Article 9.1.
- 12.3 The Response shall contain:
- a) the Defendant's name and address, as well as the email address and the certified electronic mail (PEC) address of the Defendant's counsel, if appointed;
  - b) a brief statement as to the language of arbitration, the rules of law applicable to the merits of the dispute or any request for an ex aequo et bono decision;

- c) the counterclaim(s), if any, with a statement of facts and an estimate of their monetary value (even approximate);
- d) a brief statement as to the evidence required, if any, and any document or evidence on which the Defendant intends to rely;
- e) the appointment of the arbitrator if the appointment is not entrusted to the Board;
- f) the power of attorney conferred on the Defendant's counsel, if any.

To ensure the regularity of the Response, the party's/parties' fully completed Tax and Banking Data Form (referred to in Article 7.3) must be attached to the Response.

- 12.4 If the Response contains a counterclaim, the Claimant may, within 20 days of its receipt, file his statement of reply to the counterclaim (hereinafter "Statement of Reply"). The Claimant shall send the Statement of Reply directly to the counterparty and file it with the Secretariat.
- 12.5 Should the Defendant fail to file a Response, the proceedings shall proceed without him.

## **Article 13**

### **APPOINTMENT OF THE ARBITRATORS**

- 13.1 The arbitral tribunal shall be appointed in accordance with the Rules and, insofar as they are compatible, according to the rules established by the parties in their arbitration agreement. In the absence of an agreement between the parties, the appointment of a sole arbitrator shall be made by the Board.
- 13.2 If a party is required to appoint an arbitrator and fails to do so by the set time limit, the Board shall make the appointment at the other party's request.
- 13.3 When an arbitral tribunal is to be formed, subject to the provisions in Articles 10.2 and 10.5, the Secretariat shall invite the arbitrators who have already accepted their appointment (following the terms set out in Article 4) to appoint a third arbitrator within 15 days. Having received the arbitrators' appointment, the Secretariat shall forward it to the proposed third arbitrator, inviting him to submit his Statement of Acceptance and Declaration with the Court of Arbitration within 10 days, as per the provisions in Article 4.
- 13. If the arbitrators do not agree on the appointment of a third arbitrator within the 15 days specified in Article 13.3, the Board shall make the appointment. The Secretariat shall forward the Board's appointment to the proposed person, inviting him to reply in accordance with Article 4.



- 13.5 If the parties are forbidden to appoint the arbitrators by law, the appointment of the arbitral tribunal shall be delegated to the Board unless the appointment is referred to a different authority by law or by the parties' arbitration agreement.

## **Article 14**

### **THE HEARING(S)**

- 14.1 The arbitral tribunal, in agreement with the Secretariat, shall schedule the hearings and summon the parties. The hearings may be held in person, virtually (by audio-visual link), or through a combination of both. The parties may attend the hearings themselves or be represented by counsel with an accompanying written power of attorney. At the first hearing, the arbitral tribunal shall verify that the proceedings have been duly established and record in the minutes that the arbitral tribunal was constituted correctly, to start the time limits for the pronouncement of the arbitral award.
- 14.2 If the Secretariat has not received the Defendant's Response, and the Defendant fails to appear at the first hearing, the arbitral tribunal, having ascertained that the Claimant's Request and the notice of the hearing had been duly sent to the Defendant, shall declare the Defendant to be absent from the proceedings. If the arbitral tribunal finds that either the Request or the notice of the hearing had not been duly served on the Defendant, it shall order both documents to be sent out again.
- 14.3 At any point during the proceedings, the arbitral tribunal may attempt conciliation.

## **Article 15**

### **THE EVIDENCE**

- 15.1 The arbitral tribunal may schedule one or more hearings to hear the parties and witnesses and obtain further evidence.
- 15.2 The arbitral tribunal shall gather evidence either ex officio, where possible, or at the request of one of the parties while observing the principle of due process and equal treatment of the parties. If witness evidence is admitted, the party relying on the witness evidence shall be responsible for guaranteeing the presence of the witnesses at the time and venue set for the hearing.

- 15.3 The arbitral tribunal may appoint an expert witness (hereinafter “EW”) or delegate this appointment to the Board. The EW shall express his acceptance of the appointment and provide a declaration of independence and impartiality in the manner set out in Article 4. Through doing so, the EW will also be deemed to have accepted to be subject to the same rules and duties imposed on the arbitrators by the Rules. The provisions in the Rules to challenge arbitrators shall equally apply to the EW. The Secretariat shall invite the parties to make the payments to the EW, as authorised by the arbitral tribunal. The parties may also appoint their own experts.
- 15.4 Once all evidence has been collected, the arbitral tribunal shall invite the parties to file any statements of defence and may schedule a hearing to allow for an oral discussion of the case.

## Article 16 THE AWARD

- 16.1 Unless otherwise established by the Board or by a written agreement between the parties, the arbitral tribunal shall file the award with the Secretariat within 180 days of the date of the first hearing in the manner set out in Article 17. This time limit may be extended by the Board by its initiative (if there are grounds to do so), by a reasoned request by the arbitrator, or by a joint submission by the parties.
- 16.2 The award shall be deliberated by the arbitral tribunal by majority decision. The award shall be drawn up in writing, and if requested by one of the arbitrators, it may be decided on even without an in-person meeting of the arbitrators. If an arbitrator refuses to sign the award, the others shall record this fact in the award itself. However, the award shall retain its validity for all intents and purposes.
- 16.3 The arbitral tribunal shall give an award on the proceedings according to the rule of law unless the parties have authorised it to provide an award *ex aequo et bono*, where this is permitted by law.
- 16.4 The arbitral tribunal shall request the Board to settle the proceedings' costs well before filing the award..

## Article 17 FILING THE AWARD

- 17.1 The award may also be signed using digital signatures. It shall be deemed filed within the prescribed time limit if it is sent to the Secretariat by certified electronic mail (PEC) as set out in Article 9. In any event, the arbitral tribunal must promptly send the award in hard copy format in as many original copies as there are parties, together with an original copy for the Court of Arbitration, which will record on the register referred to in Article 12.1 the date of the last signature. The Secretariat may issue certified copies of the award.
- 17.2 The Secretariat shall electronically send an electronic original copy of the award to the parties within 10 days of filing. Should a party request it, the Secretariat shall also send the original hard copy of that party's award.

## Article 18 ORDINARY AND COMPANY ARBITRATION COSTS

- 18.1 The Board shall determine the costs of the arbitration according to the Schedule of Costs before the award is filed. However, the Board retains the power to intervene in determining the value of the claim and to adjust the fees of the arbitral tribunal (either by increasing or decreasing them) based on a fair assessment of the work performed by the arbitral tribunal and the complexity of the case. The settlement order shall be sent to the arbitral tribunal, which shall refer to it in the award. Each arbitrator shall be paid the same amount unless an additional emolument is awarded to the arbitrator drafting the award or to any arbitrator entrusted with special duties by the arbitral tribunal.
- 18.2 The parties shall be jointly and severally liable for the payment of costs and fees. This is without prejudice to the arbitral tribunal's power, in the award, to allocate the amount of the costs and fees to only one party (or select parties), or to specify the proportion in which the costs and fees shall be shared among the parties. If, during the arbitration, the parties agree to settle the dispute directly or to waive the proceedings, the Board shall determine the costs of the proceedings with reference to the work carried out up until the point of settlement.
- 18.3 Through a fair assessment, the arbitral tribunal shall determine the fees due to counsel, to any EW appointed by the parties, and to the EW appointed by the arbitral tribunal. In doing so, the arbitral tribunal shall consider any provisional fees drawn up by the parties and the binding opinion of the Board for the EW appointed by the arbitral tribunal.

# PART THREE

## Expedited arbitration procedure



## PART THREE

# Expedited arbitration procedure

### Article 19

#### SCOPE OF THE APPLICATION

- 19.1 Expedited arbitration is available for disputes of a value not exceeding EUR 250,000.
- 19.2 The parties may submit the dispute to expedited arbitration even if its value exceeds the limit indicated in Article 19.1 by indicating their mutual agreement in the Request, the Response, or at the first hearing (at the latest). In such a case, if the arbitration agreement provides for an arbitral tribunal, the arbitrator's appointment in the Request will be conditional on the acceptance by both parties of the rules for expedited arbitration. Similarly, the parties may agree to exclude the expedited arbitration procedure even if a dispute falls within the limit set in Article 19.1. In the latter case, the administrative expenses of the expedited arbitration requested by the Secretariat shall be increased by 30%.
- 19.3 For the purposes of Article 19.1, the claim's value shall be the amount specified by the Claimant in its Request (Article 21). The Claimant may not subsequently increase his claim beyond the limit, except as provided for in Article 19.2.
- 19.4 Unless the clause in the arbitration agreement expressly and exclusively provides for expedited arbitration, if the value of the dispute is not specified in the Request, the expedited arbitration procedure will only apply if the Claimant declares in its Request that the value of the claim shall be limited to EUR 250,000. In the absence of any such indication, or if the claim is of an unspecified/unspecifiable value, the ordinary arbitration procedure shall apply.

- 19.5 As a rule, counterclaims shall not be considered in determining the value of the claim for the purposes of Article 19.1. However, if a counterclaim causes the value of the dispute to exceed EUR 300,000 or if the dispute is particularly complex, the Board may, by considering the circumstances, choose to convert the procedure from expedited arbitration to ordinary arbitration. Should the arbitration be converted to ordinary arbitration, the Board shall suspend the proceedings, and the parties shall be required to pay the additional security deposit required by the Secretariat. The proceedings shall continue in the form of ordinary arbitration; the exclusions in Article 20.2 for expedited arbitration shall not apply.

## **Article 20**

### **BASIC PRINCIPLES**

- 20.1 The expedited arbitration procedure is a simplified binding (rituale) arbitration procedure with a sole arbitrator. It is carried out in one or two hearings held over a short period, and the arbitrator is obliged to rule on the dispute within 30 days of the last hearing, as set out in Article 24. The arbitrator shall make a ruling based on the rule of law unless the parties expressly agree otherwise.
- 20.2 The parties must list in the Request, the Response, and the Statement of Reply all of the evidence on which they intend to rely (and they must electronically file all documents) under penalty of forfeiture. The arbitrator will favour the oral discussion of the case, as specified in the following articles.
- 20.3 If anything is not expressly regulated in Part Three of the Rules, the Rules for ordinary arbitration shall apply to expedited arbitration insofar as they are compatible.

## **Article 21**

### **THE CLAIMANT'S REQUEST**

- 21.1 The party intending to commence proceedings for expedited arbitration shall send the Request and all documents directly to the Defendant using certified electronic mail (PEC) or by a judicial officer. The party shall also electronically file the Request in its original version, together with all documents, with the Secretariat in the manner set out in Article 9.1. Proof of service of the Request and all related documents must also be filed as soon as it is available. If the Defendant does not have a certified electronic mail (PEC) address, or it is impossible to serve the documents via the judicial officer, the Claimant must serve the documents on the Defendant by an alternative method that ensures the proof of their receipt.

(for example, by registered letter with a return receipt, by a courier with a return receipt, or by hand delivery). If it is impossible to electronically file the Request and the proof of service at the Secretariat due to the proven inoperability of the service, or if the nature of the document does not allow for it to be electronically filed, the Claimant must physically file the Request and/or documents and/or proof of service at the Secretariat's office.

- 21.2 The Request shall contain:
- a) the names and addresses of the parties, as well as the email address and the certified electronic mail (PEC) address of the Claimant's counsel, if appointed.
  - b) a brief exposition of the dispute and the claim(s), with an estimate (even if approximate) of their monetary value;
  - c) the wording of the arbitration agreement and the documents on which the claim is based;
  - d) the details, under penalty of forfeiture, of the evidence the Claimant intends to rely on; all documents must be filed together with the Request;
  - e) the names and qualifications of the persons that the Claimant wishes to call (as representatives or witnesses) at the hearing;
  - f) the power of attorney conferred on the Claimant's counsel, if any;
  - g) the invitation sent to the Defendant to reply within the time limits prescribed, and in the manner provided for, in Article 22.
- 21.3 When submitting the Request, the Claimant shall pay a sum corresponding to one- half of the security deposit for the expedited arbitration proceedings, as set out in the Schedule of Costs in effect on the date the Request is filed. The Claimant must also fill out the Tax and Banking Data Form (referred to in Article 7.3). The proceedings shall commence only when the relevant payment is made, and the Tax and Banking Data Form has been properly completed and attached to the Request.
- 21.4 If the Defendant makes a counterclaim, the Claimant is allowed to make a Statement of Reply to be sent following the requirements and terms set out in Article 22.

## Article 22 THE DEFENDANT'S RESPONSE

- 22.1 The Defendant must file the Response within 15 days of receiving the Claimant's Request and send it, together with all relevant documents, to the other party, and file it with the Secretariat, following the requirements in Article 9.1 for electronic filing.

- 22.2 The Response shall contain the following information:
- a) the Defendant's name and address, as well as the email and the certified electronic mail (PEC) address of the Defendant's counsel, if appointed;
  - b) a response to the Claimant's claims and any counterclaim(s), with a statement of facts and the claims, and an estimate of their monetary value (even approximate);
  - c) the details, under penalty of forfeiture, of the evidence the Defendant intends to rely on; all documents must be filed together with the Response;
  - d) the names and qualifications of the persons that the Defendant wishes to call (as the representative or witnesses) at the hearing;
  - e) the powers of attorney conferred on the Defendant's counsel, if any.
- To ensure the regularity of the Response, the party's/parties' fully completed Tax and Banking Data Form, referred to in Article 7.3, must be attached to the Response. Alongside the Response, the Defendant must also pay an amount equal to one-half of the security deposit for expedited arbitration provided for in the Schedule of Costs in effect at the time of the Claimant's Request.
- 22.3 If the Secretariat does not receive the Defendant's Response within the prescribed time limit, the arbitrator shall take the necessary steps to proceed with the arbitration after having ascertained that the Claimant's Request had been duly served on the Defendant.
- 22.4 The Defendant shall be responsible for filing and exchanging the Response in the manner provided for in Article 9.1.

## **Article 23**

### **APPOINTMENT OF THE ARBITRATOR**

- 23.1 The Board shall appoint a sole arbitrator by choosing him from individuals of proven experience and competence.
- 23.2 Within 3 days of receiving notice of the appointment, should the proposed arbitrator wish to accept the appointment, he must send the Secretariat his Statement of Acceptance, together with the Declaration, drafted in accordance with Article 4.1. The Secretariat shall forward the arbitrator's Statement of Acceptance and Declaration to the parties.



## Article 24 THE HEARING(S)

- 24.1 The arbitrator shall summon the parties to a hearing held no later than 30 days from his appointment. The hearing may be held in person, virtually (by audio-visual link), or through a combination of both. Where the hearing is in person, it shall be held at the Secretariat's office, at the offices of one of the affiliated Chambers of Commerce, or at a place designated by the arbitrator.
- 24.2 After ascertaining that the notice of the hearing had been duly served, the arbitrator shall start the hearing. If the arbitrator finds that the notice of the hearing was not sent out correctly, he shall order it to be sent out again.
- 24.3 The parties must appear in person with the witnesses and/or experts listed in the Request, the Response, and the Statement of Reply, if any. The parties are responsible for ensuring that said persons are present on the day and venue for the hearing.
- 24.4 After having attempted conciliation and having heard the parties together with any witnesses and/or experts, the arbitrator may, if he deems it necessary, schedule a new hearing to be held within 20 days of the first. Furthermore, if the arbitrator deems it necessary to resolve the dispute, he may order an EW appointed by the arbitral tribunal to issue a report to be carried out in the shortest possible time. In such a case, he shall schedule another hearing to discuss the results of the EW report.
- 24.5 The arbitrator may allow an extension of time limits for filing statements of defence and additional evidence whilst always considering the need to expedite the proceedings as much as possible and to respect the time limit set out in Article 25.
- 24.6 In the conduct of the hearing, the arbitrator may perform all the necessary or useful actions to ascertain the facts of the dispute. In particular, he may subject the parties and the witnesses to free questioning and ask to see documents or to examine evidence or other elements that he becomes aware of during the proceedings, subject only to the need to observe the principle of due process and equal treatment of the parties.
- 24.7 Unless an additional hearing is scheduled under Article 24.4, at the end of the hearing, the parties shall state their conclusions and proceed to the oral discussion of the case (if the parties have not waived this right). It is expressly forbidden to file written statements of defence after the close of the hearing unless the arbitrator authorises this in exceptional circumstances.

## Article 25 THE AWARD

- 25.1 Within 30 days from the date of the hearing where the parties have an oral discussion of the case, the arbitrator shall make a binding (rituale) award. The arbitrator shall decide on the merits of the case in accordance with the rule of law or ex aequo et bono, where the parties have explicitly authorised this.
- 25.2 The time limit referred to in Article 25.1 may be extended by the Board upon the parties' joint request or a reasoned request by the arbitrator if there are reasonable grounds to do so.
- 25.3 The award may also be signed using digital signatures. It shall be deemed filed within the time limit set out in Article 25.1 if it is sent to the Secretariat electronically by certified electronic mail (PEC) in accordance with Article 9. In any event, the arbitral tribunal shall promptly send the award in hard copy format to the Secretariat in as many original copies as there are parties, together with an original copy for the Court of Arbitration. The latter shall send an electronic original copy of the award to the parties within 10 days of its filing and, if requested by a party, the original hard copy relevant to that party.

## Article 26 EXPEDITED ARBITRATION COSTS

- 26.1 The costs of the expedited arbitration proceedings are determined by the Board at a flat rate, according to the Schedule of Costs in effect on the date the Request is filed (referred to in Article 1.3). However, the Board retains the power to intervene in determining the value of the claim and to adjust the fees of the arbitral tribunal (either by increasing or decreasing them) based on a fair assessment of the work performed by the arbitral tribunal and the complexity of the case. Any further expenses, such as travel expenses, may be added to the flat rate; in any such case, the Secretariat shall invite the parties to supplement the security deposit already paid.
- 26.2 The parties shall be jointly and severally liable for the costs of the proceedings and shall pay the amounts in the proportions determined by the arbitrator. That party will bear any other costs incurred by either party.
- 26.3 If the parties agree to settle the dispute during the arbitration proceedings, the Court of Arbitration shall determine the costs of the proceedings with reference to the work carried out up until the point of settlement, as set out in Article 18.2

# PART FOUR

## Interim measures



## PART FOUR

# Interim measures

### Article 27

#### PROCEDURE FOR INTERIM MEASURES

- 27.1 Either party may apply to the arbitral tribunal to request an interim measure by filing a separate document with the Secretariat and notifying all parties of it in the manner set out in Article 9. Any such application may only be made after the arbitrator(s) have accepted their appointment or after the arbitral tribunal has been duly constituted.
- 27.2 Within 20 days of receiving the interim application, the arbitral tribunal shall fix a hearing for the interim application and grant, where applicable, time limits for filing written statements. The arbitral tribunal shall rule on the interim application within 20 days from the hearing or, where written submissions have been allowed at the hearing, from the time limit for filing the last written statement.
- 27.3 Should a party appeal against an interim measure under Articles 818-bis and 669-terdecies of the Italian Code of Civil Procedure, the arbitration proceedings can continue on the merits of the dispute.
- 27.4 Applications for interim measures will increase by 30% the total costs of the proceedings (which are calculated by reference to the Schedule of Costs).

# PART FIVE

## Expert determination procedures



## PART FIVE

# Expert determination procedures

### Article 28 APPLICABLE RULES

- 28.1 Expert determination procedures (arbitraggio and perizia contrattuale) are regulated by the provisions set out in Part One and Part Two of the Rules, insofar as these are compatible. The costs for expert determination will be the same as for ordinary arbitration.
- 28.2 In making their ruling, the experts (arbitratori or periti) shall decide ex aequo et bono and shall consider the customs and objective criteria established by market practice in the different sectors of the economy.

# ANNEXES

D



Subject ARB. n. \_\_\_\_\_ / \_\_\_\_\_

between \_\_\_\_\_

## STATEMENT OF ACCEPTANCE AND DECLARATION OF INDEPENDENCE AND IMPARTIALITY

(only the relevant parts of the form should be filled out; the EW will compile the following mutatis mutandis)

I, the undersigned \_\_\_\_\_  
declare that I accept my appointment as arbitrator in the present proceedings,  
pursuant to the Rules of the Piedmont Court of Arbitration, there being no facts or  
circumstances which could infringe on my independence and impartiality. To this  
end, I expressly declare:

that no circumstances could lead to a challenge of my appointment on the grounds  
listed in Article 815, first paragraph, of the Italian Code of Civil Procedure.

I also agree that my fees shall be determined in accordance with the Schedule of  
Costs and the Rules of the Piedmont Court of Arbitration.

Date \_\_\_\_\_

Signature \_\_\_\_\_

## ALTERNATIVE

Subject ARB. n. \_\_\_\_\_ / \_\_\_\_\_

between \_\_\_\_\_

I, the undersigned \_\_\_\_\_

declare that I accept my appointment as arbitrator in the present proceedings,  
pursuant to the Rules of the Piedmont Court of Arbitration.

I declare that no circumstances could lead to a challenge of my appointment on the  
grounds listed in Article 815, first paragraph, of the Italian Code of Civil Procedure.

I submit to the attention of the parties the existence of the following circumstances or  
facts which may appear as relevant in the parties' eyes but that, in my most prudent  
opinion, do not invalidate my impartiality and independence:

Date \_\_\_\_\_

Signature \_\_\_\_\_



Subject ARB. n. \_\_\_\_\_ / \_\_\_\_\_

between \_\_\_\_\_

### NOTICE OF NON-ACCEPTANCE

I, the undersigned \_\_\_\_\_

do not accept the appointment as arbitrator in the above proceedings.

Date \_\_\_\_\_

Signature \_\_\_\_\_

## TAX AND BANKING DATA FORM

Downloadable from [www.pie.camcom.it](http://www.pie.camcom.it)

(Home / Arbitrato e mediazione / Camera Arbitrale del Piemonte / Arbitrato / Normativa e Regolamento)

To ensure the regularity of the first defence document (the Request and Response, respectively), and to commence the arbitration, Article 7.3 of the Rules requires each party to complete all parts of this form to attach it to the Request or the Response, as applicable.

Name/ Surname – Company Name \_\_\_\_\_

\_\_\_\_\_

Registered office \_\_\_\_\_

Vat no. \_\_\_\_\_

Tax code \_\_\_\_\_

Certified electronic mail (pec) address \_\_\_\_\_

Address for the receipt of invoices (if different from the registered office)

\_\_\_\_\_

Telephone number \_\_\_\_\_

Email \_\_\_\_\_

Full iban code \_\_\_\_\_

CAB \_\_\_\_\_ ABI \_\_\_\_\_

Current account holder \_\_\_\_\_

Bank name \_\_\_\_\_

Branch \_\_\_\_\_

Branch address \_\_\_\_\_

## ACCEPTED ELECTRONIC FORMAT FOR STATEMENTS OF CASE AND OFFICIAL DOCUMENTS ISSUED BY THE ARBITRAL TRIBUNAL

All electronic files, in their original version, must be signed using the PDF Advanced Electronic Signature (PAdES).

(Signed pdf – do not use the format .p7m)

# SCHEDULE OF COSTS

## ORDINARY ARBITRATION COSTS

Costs effective as of 1 March 2023 (in respect of all arbitrations commenced on or after such date) for ordinary arbitrations of an unspecified/unspecifiable value.

COURT OF ARBITRATION	EURO 1.000,00 (+VAT)
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ARBITRAL TRIBUNAL	
SOLE ARBITRATOR	EUR 4,000 (+ VAT AND CPA)
ARBITRAL TRIBUNAL	EUR 7,500

The above costs are without prejudice to the Board's power to intervene in determining the value of the claim and to adjust the fees of the arbitral tribunal (either by increasing or decreasing them) based on a fair assessment of the work performed by the arbitral tribunal and the complexity of the case.

NB: The security deposit is net of VAT and other legal costs; it must be paid (along with the VAT and national welfare assistance fund payments) in equal shares by the Claimant and the Defendant. The indicated amounts do not include additional costs (for example, the fees for any expert witness appointed by the arbitral tribunal or travel expenses).

## BANK DETAILS FOR THE PAYMENT OF THE SECURITY DEPOSIT RELATING TO THE ARBITRATION COSTS

### Beneficiary (Account holder):

Unione Camere Commercio Ind. Artigianato e Agricol. del Piemonte

### IBAN

IT65U08450010000000000008770

BANCA ALPI MARITTIME FILIALE DI TORINO VIA SANTA TERESA 26

### International transfer

BIC - Swift ICRAITRRCIO

NB: The bank transfer receipt must be sent by email to [arbitrato@pie.camcom.it](mailto:arbitrato@pie.camcom.it) within 48 hours of the transfer being made.

## ORDINARY ARBITRATION COSTS

**Costs effective as of 1 March 2023 (in respect of all arbitrations commenced on or after such date) for ordinary arbitrations of a determined value, and expedited arbitrations of a value higher than EUR 250,000.**

The costs listed below are without prejudice to the Board's power to intervene in determining the value of the claim and to adjust the fees of the arbitral tribunal (either by increasing or decreasing them) based on a fair assessment of the work performed by the arbitral tribunal and the complexity of the case.

### REGISTRATION FEE FOR THE REQUEST (ON ACCOUNT) 250 EUROS + VAT

VALUE OF CLAIM	ADMINISTRATION EXPENSES (+ VAT)	ADDITIONAL % ON EXCESS ABOVE BRACKET BASE	ADDITIONAL ADMINISTRATIVE EXPENSES (including costs for hiring the venues for the hearing, and for the Secretary's assistance in the hearings)	FEES FOR EACH ARBITRATOR (+ VAT and national welfare assistance)	ADDITIONAL % ON EXCESS ABOVE BRACKET BASE
Up to €25,000	€ 325	-	€ 475	€ 2.000 __	-
From €25,001 to €50,000	€ 525	2	€ 475	€ 2.000 (*)	4
From €50,001 to €100,000	€ 1,125	1	€ 375	€ 3.000 (*)	2
From €100,001 to €150,000	€ 2,125	1	from € 375 to € 575	€ 4.000 (*)	2
From €150,001 to €250,000	€ 2,375	1	€ 862	€ 5.000 (*)	2
From €250,001 to €500,000	€ 3,875	0.4	€ 1.312	€ 7.000 (*)	1
From €500,001 to €1,000,000	€ 5,875	0.2	€ 2.250	€ 10.000 (*)	1.4
From €1,000,001 to €2,500,000	€ 8,250	0.4	€ 3.420	€ 17.000 (*)	1
From €2,500,001 to €5,000,000	€ 11,500	0.2	€ 5.875	€ 30.000 (*)	0.4
From €5,000,001 to €10,000,000	€ 15,250	0.4	€ 7.675	€ 40.000 (*)	0.3
From €10,000,001 to €25,000,000	€ 20,500	0.2	€ 10.325	€ 55.000 (*)	0.2
From €25,000,001 to € 50,000,000	€ 27,225	0.2	€ 13.737	€ 85.000 (*)	0.1
From € 50,000,001 to €100,000,000	€ 38,400	0.4	€ 19.700	€110.000(*)	0.05

If the claim exceeds €100,000,000 the Board shall determine, with due and careful assessment, the relevant increase in administrative expenses and arbitral fees with reference to the previous bracket base.

(\*) In the event of a sole arbitrator, the fee will be increased by 20%.

NB: The security deposit is net of VAT and other legal costs; it must be paid (along with the VAT and national welfare assistance fund payments) in equal shares by the Claimant and the Defendant. The indicated amounts do not include additional costs (for example, the fees for any expert witness appointed by the arbitral tribunal or travel expenses)

## **BANK DETAILS FOR THE PAYMENT OF THE SECURITY DEPOSIT RELATING TO THE ARBITRATION COSTS**

### **Beneficiary (Account holder):**

Unione Camere Commercio Ind. Artigianato e Agricol. del Piemonte

### **IBAN**

IT65U08450010000000000008770

BANCA ALPI MARITTIME FILIALE DI TORINO VIA SANTA TERESA 26

### **International transfer**

BIC - Swift ICRAITRRCIO

NB: The bank transfer receipt must be sent by email to [arbitrato@pie.camcom.it](mailto:arbitrato@pie.camcom.it) within 48 hours of the transfer being made.

## EXPEDITED ARBITRATION COSTS

### For claims of a value not exceeding EUR 250,000.

Costs effective as of 1 March 2023 (in respect of all arbitrations commenced on or after such date).)

VALUE OF CLAIM	OVERALL COSTS (ADMINISTRATIVE EXPENSES AND ARBITRATORS' FEES) + VAT AND NATIONAL WELFARE
Up to €25,000	€ 500 + 2.000
From €25.001 to €50.000	€ 500 + 3.000
From €50.001 to €100.000	€ 1.000 + 4.000
From €100.001 to €150.000	€ 1.000 + 5.000
From €150.001 to €250.000	€ 2.000 + 6.000
From €250.001 to €500.000	€ 2.000 + 6.500

The above costs are without prejudice to the Board's power to intervene in determining the value of the claim and to adjust the fees of the arbitral tribunal (either by increasing or decreasing them) based on a fair assessment of the work performed by the arbitral tribunal and the complexity of the case.

NB: The security deposit is net of VAT and other legal costs; it must be paid (along with the VAT and national welfare assistance fund payments) in equal shares by the Claimant and the Defendant. The indicated amounts do not include additional costs (for example, the fees for any expert witness appointed by the arbitral tribunal or travel expenses).

## BANK DETAILS FOR THE PAYMENT OF THE SECURITY DEPOSIT RELATING TO THE ARBITRATION COSTS

### Beneficiary (Account holder):

Unione Camere Commercio Ind. Artigianato e Agricol. del Piemonte

### IBAN

IT65U08450010000000000008770

BANCA ALPI MARITTIME FILIALE DI TORINO VIA SANTA TERESA 26

### International transfer

BIC - Swift ICRAITRRCIO

NB: The bank transfer receipt must be sent by email to [arbitrato@pie.camcom.it](mailto:arbitrato@pie.camcom.it) within 48 hours of the transfer being made.

## EXPEDITED ARBITRATION COSTS

Costs effective as of 1 March 2023 (in respect of all arbitrations commenced on or after such date) for expedited arbitrations of an unspecified/unspecifiable value.

COURT OF ARBITRATION      EUR 750 (+ VAT))

ARBITRATOR (fees)      EUR 3,000 (+ VAT AND NATIONAL WELFARE  
AND ASSISTANCE FUND)

The above costs are without prejudice to the Board's power to intervene in determining the value of the claim and to adjust the fees of the arbitral tribunal (either by increasing or decreasing them) based on a fair assessment of the work performed by the arbitral tribunal and the complexity of the case.

NB: The security deposit is net of VAT and other legal costs; it must be paid (along with the VAT and national welfare assistance fund payments) in equal shares by the Claimant and the Defendant. The indicated amounts do not include additional costs (for example, the fees for any expert witness appointed by the arbitral tribunal or travel expenses).

## BANK DETAILS FOR THE PAYMENT OF THE SECURITY DEPOSIT RELATING TO THE ARBITRATION COSTS

### Beneficiary (Account holder):

Unione Camere Commercio Ind. Artigianato e Agricol. del Piemonte

### IBAN

IT65U08450010000000000008770

BANCA ALPI MARITTIME FILIALE DI TORINO VIA SANTA TERESA 26

### International transfer

BIC - Swift ICRAITRRCIO

NB: The bank transfer receipt must be sent by email to [arbitrato@pie.camcom.it](mailto:arbitrato@pie.camcom.it) within 48 hours of the transfer being made.



## RECOMMENDED CLAUSES

### **COMMERCIAL ARBITRATION CLAUSE (EXPEDITED OR ORDINARY)**

Any dispute arising out of or in connection with this agreement shall be referred to and finally resolved by binding arbitration under the Rules of the Piedmont Court of Arbitration. Depending on the value of the dispute, the arbitration shall be conducted following the procedure for either ordinary arbitration according to the rule of law or expedited arbitration according to the rule of law, as set out in the Rules. The arbitral tribunal shall be vested with the power to grant interim measures as long as these are not prohibited by law.

### **COMPANY ARBITRATION CLAUSE (TO BE INSERTED IN A COMPANY'S CONSTITUTION)**

All disputes that may arise between shareholders, or between shareholders and the company, concerning their available rights as shareholders, as well as all disputes against, between, or raised by directors, statutory auditors, and liquidators, including those relating to the validity of shareholders' resolutions or concerning shareholder membership, shall be referred to and finally resolved by arbitration under the Rules of the Piedmont Court of Arbitration. The arbitral tribunal shall be vested with the power to grant interim measures as long as these are not prohibited by law.

## CONTACT DETAILS

### **Piedmont Court of Arbitration (Secretariat)**

Via Pomba, 23

10123 - Torino

Tel. 011 5669294

E-mail: [arbitrato@pie.camcom.it](mailto:arbitrato@pie.camcom.it)

Certified electronic mail (PEC): [arbitrato@legalmail.it](mailto:arbitrato@legalmail.it)

[www.pie.camcom.it/cameraarbitralepiemonte](http://www.pie.camcom.it/cameraarbitralepiemonte)

### **Local offices at the affiliated Chambers of Commerce in the territories of**

Alessandria, Asti, Biella, Cuneo, Novara, Verbano-Cusio-Ossola, Vercelli.

